

|   |  |   |  |                              |                                       |                          |
|---|--|---|--|------------------------------|---------------------------------------|--------------------------|
| <b>CONTRACT AWARD</b>   |  | <b>STATE OF ALASKA</b><br>HQ, STATE EQUIPMENT FLEET (Contracting Authority)<br>2200 E. 42nd Avenue<br>Anchorage, Alaska 99508<br>(907-269-0800) |  | <b>CONTRACT AWARD NUMBER</b> |                                       |                          |
|   |  |   |  | <b>1607372</b>               |                                       |                          |
| ORDERING DEPARTMENT<br><br><b>HEADQUARTERS, STATE EQUIPMENT FLEET</b><br>2200 E. 42ND AVENUE<br>ANCHORAGE, ALASKA 99508   |  |   | COMMODITY CODE                             |                              | DATE OF CONTRACT<br>2/23/07           |                          |
|   |  |   | NUMBER & PERIOD OF RENEWAL OPTIONS<br>NONE |                              | PR NO./DATE ASSIGNED                  |                          |
|   |  |   | DATE INITIAL CONTRACT BEGINS<br>2/23/07    |                              | DATE INITIAL CONTRACT ENDS<br>2/22/10 |                          |
| CONTRACTOR <b>YUKON EQUIPMENT</b><br>ADDRESS<br>2020 E. 3RD AVENUE<br>ANCHORAGE, AK 99501<br><br>CONTACT NAME <b>EARL LACKEY</b><br><br>TELEPHONE NUMBER <b>277-1541</b>  |  |   | GS VENDOR CODE:                            |                              |                                       |                          |
|   |  |   | ISSUED IN ACCORDANCE WITH BID # SEF- 1191  |                              |                                       | DATED: 2/23/07           |
|   |  |   | PRICE ADJ. REQ. PRIOR TO EACH RENEWAL:     |                              |                                       |                          |
|   |  |   | CPI/PPI BASE INDEX POINTS & MO/YR:         |                              |                                       |                          |
|   |  |   | REVIEW DATE:                               |                              |                                       | RENEWALS EXPIRE (MO/YR): |
|   |  |   | ESTIMATED VALUE OF INITIAL TERM:           |                              |                                       |                          |
|   |  |   | REBID:                                     |                              |                                       |                          |
| SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508   |  |   |  |                              |                                       |                          |
| NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.  |  |   |  |                              |                                       |                          |
| <b>DESCRIPTION</b>  |  |   |  |                              |                                       |                          |
| <b>3-YEAR CONTRACT TO PURCHASE<br/>SELF-PROPELLED 4X4 CHIP SPREADERS</b><br><br><b>KRISTI PETTY<br/>CONTRACTING OFFICER<br/>907) 269-0793</b><br><br><b>TABLE OF CONTENTS</b><br><br><u><b>SECTION</b></u><br><br><b>I. STANDARD TERMS &amp; CONDITIONS</b><br><br><b>II. SPECIAL TERMS &amp; CONDITIONS</b><br><br><b>III. PRICE SCHEDULE</b><br><br><b>IV. SPECIFICATIONS</b> |  |   |  |                              |                                       |                          |
| CONTRACTING AUTHORITY NAME & TITLE<br><b>KRISTI PETTY, CONTRACTING OFFICER II</b>   |  |   | SIGNATURE                                  |                              |                                       |                          |
| TELEPHONE NO.: <b>907-269-0793</b> FAX NO.: <b>907-269-0801</b>   |  |   |  |                              |                                       |                          |
| <b>IMPORTANT</b> 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.<br>2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.  |  |   |  |                              |                                       |                          |

## SECTION I

### STANDARD TERMS AND CONDITIONS

- 1.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible
- 2.0 ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this contract. The State will not pay for alterations that are not approved in advance and in writing by the Contracting Officer.
- 3.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 4.0 ASSIGNMENT:** A contractor may not assign any portion of a contract unless authorized in advance and in writing by the Contracting officer.
- 5.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the contractor.
- 6.0 CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 7.0 CONTRACT PERIOD:** The contract period is from the date of award for three years (36 months).
- 8.0 DEFAULT:** In case of contract default, the State may procure the goods or services from another source and hold the contractor responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible contractors.
- 9.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with the contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and contractor's warranty obligations.
- 10.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Contracting Officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

- 11.0 DISPUTES:** Any disputes arising out of this contract shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the First Judicial District of Alaska.
- 12.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 13.0 INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.
- 14.0 INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with contract specifications, the State may reject the goods and require the contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If the contractor is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.
- 15.0 INSURANCE:** Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- 15.1 Proof of insurance is required for the following:
- 15.1.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
  - 15.1.2 Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
  - 15.1.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 15.2 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the contractor non-responsive.
- 16.0 ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.
- 17.0 NEW EQUIPMENT:** Equipment offered must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.
- 18.0 PAYMENT:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.
- 19.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under this contract.
- 20.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

- 21.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.
- 22.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 23.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 24.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a contractor shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 25.0 TAXES:** Contract prices must be exclusive of federal, state, and local taxes. If the contractor believes that certain taxes are payable by the State, the contractor may list such taxes separately, directly below the price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 26.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. The contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with contract specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

## SECTION II

### SPECIAL TERMS AND CONDITIONS

#### 1.0 DELIVERY:

1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment, or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):

- 1.1.1 Dealer and vehicle identification
- 1.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
- 1.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
- 1.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
- 1.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
- 1.1.6 Units delivered in an incomplete state, or that have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below."

#### 1.2 Delivery Receipt:

- 1.2.1 A delivery receipt will be required for each unit delivered. This form can be of the vendor's own design, but must include the following minimum information: your delivery receipt number, the State Purchase Order (Delivery Order) number (reference the line item number of the vehicle as listed on the Purchase Order, followed by the model and serial number), a space for signature acknowledging receipt by state receiving personnel and date of actual receipt. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.
- 1.2.2 Contractors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. The Regional Equipment Manager is to be contacted regarding delivery coordination and contacts.

- 1.2.3 Under no conditions will warranty documents be presented at time of delivery for signature. Only the Contracting Officer or designee may sign warranty documentation.

## **2.0 LINE SHEETS/BILL OF MATERIALS:**

- 2.1 It is required within 30 days after delivery that the contractor provide a comprehensive listing of all components used to assemble the unit, if new. If the unit is used, all factory documentation shall be turned over to the State on the same day as delivery.
- 2.2 This includes any components installed by the manufacturer or any subcontractor or the contractor. Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, plows, snow wings, belly blades, cranes, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
  - 2.2.1 On after-market items that are installed, part numbers with descriptions, such as, but not limited to hydraulic fittings, are to be provided.
- 2.3 (If new) a minimum of four (4) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

## **3.0 F.O.B. POINT:**

- 3.1 The F.O.B. point for all items purchased under this contract is the FINAL DESTINATION anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.
- 3.2 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.
- 3.3 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

## **4.0 LIQUIDATED DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:**

- 4.1 Time is of the essence in this contract. The contractor is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to **\$15.00** per day multiplied by the number of days elapsing between the delivery date

provided in the specifications and the date that conforming goods are delivered to the State. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to inspect the goods.

- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.
- 4.4 These liquidated damages for late delivery are not the exclusive remedy available to the State, but are in addition to all other actual damages that the State may incur by reason of late delivery or by reason of delivery of nonconforming goods.

## **5.0 WARRANTY:**

- 5.1 Unless otherwise stipulated by this contract, the contractor will provide a one-year (12-month) full warranty.
  - 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.
  - 5.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, transportation, per diem, travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
  - 5.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
  - 5.1.4 The contractor is responsible for all freight, transportation, and per diem. Per diem and mileage will be paid at the applicable rate for State employees. Per diem and mileage will commence when travel status begins and will continue until return travel status is completed. Air transportation will be reimbursed for actual cost for coach (economy class). The State will not pay a contractor's hourly shop rate during travel or per diem status.
  - 5.1.5 If the State receives from any manufacturer or supplier additional or extended warranty on the whole or any component of the unit, in the form of time and/or mileage, including any pro rata arrangements, or the manufacturer generally extends to fleet customers a greater or extended warranty coverage, the State shall receive corresponding warranty benefits.

## **5.2 GENERAL WARRANTY REQUIREMENTS FOR ALL NEW EQUIPMENT:**

### **5.2.1 Warranty Exceptions:**

- 5.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages,



misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

5.2.2 **Warranty on Attachments:** Attachments are to have the same warranty coverage as the host unit.

5.2.3 **In-Service Date:**

5.2.3.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

5.2.4 **Authorized Warranty Dealer (Contractor) and Subcontractor:**  
For the purpose of this contract, the contractor must meet the following applicable requirements:

5.2.4.1 Contractor must:

5.2.4.1.1 possess a current Alaska Motor Vehicle Dealer License pursuant to AS 08.66.010 through AS 08.66.090, when offering motor vehicles, trailers or semi-trailers, and;

5.2.4.1.2 be a manufacturer(s) authorized warranty service dealer for each unit, and;

5.2.4.1.3 since this is a 3-year contract, the contractor must have the capability of providing warranty servicing and repair work within the State of Alaska, with authorized warranty repair facilities in Anchorage, Juneau, and Fairbanks, as a minimum.

5.2.4.2 The contractor, if appropriate, shall submit the name, address, and Alaska business license of any subcontractor who will provide the warranty servicing and repair work. The contractor must also provide contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in this contract and verification that the work provided will maintain manufacturer's warranty requirements.

5.2.4.2.1 Approval of all subcontractors must take place prior to the bid opening.

5.2.4.2.2 The use of a subcontractor does not exclude the provisions as noted in paragraphs 5.2.4.1, and subsequent paragraphs, as requirements to the contractor.

**5.2.5 Warranty Claims:**

5.2.5.1 The contractor is to have the capability to provide warranty in Anchorage, Juneau, and Fairbanks as minimum locations. The State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor.

5.2.5.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The vendor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).

5.2.5.3 Failure to notify the State, that the vendor intends to begin to perform warranty work promptly under this paragraph, by the end of the business day following the states notification that work is required to be performed, is considered a contractual breach.

5.2.6 The vendor will be invoiced for required warranty work performed by the State. The shop rate to be charged for warranty work performed by the state will be **\$81.00** per hour. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by State shop personnel at locations where no shop personnel are permanently stationed may be subject to travel expenses incurred involving those warranty repairs.

**5.2.7 Factory Recall:**

5.2.7.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state

should, in addition to serial number, include model, year, and dealer from whom purchased.

**5.2.8 Hazardous Material:**

- 5.2.8.1 Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, effective immediately no vendors will be allowed to use the State of Alaska rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oils, coolant and garbage will be removed from the work site. Vendors should note that in some village locations other suitable facilities might be available for rent from local residents or village authority.

**6.0 REPAIR ORDERS AND DOCUMENTATION:**

- 6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this contract, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

**7.0 EQUIPMENT REPLACEMENT OR REFUND:**

- 7.1 Equipment will be replaced or the State will receive a full refund of the purchase price and all shipping charges for failure of the manufacturer, distributor or dealer to comply with the express warranty as contracted. Warranty periods as applied to this clause include all extended warranties as purchased by the State.
- 7.2 After three (3) attempts, or if the unit has been out of service for an excess of 30 consecutive days due to failure to conform the equipment to the specifications as applied in the purchase of the equipment, the manufacturer, distributor or dealer shall accept the return of the nonconforming equipment, and, at the State's option, shall replace the nonconforming equipment with a new, comparable unit or shall refund the full purchase price, including all shipping charges and costs of reasonable efforts to correct deficiencies, to the State.
- 7.3 The manufacturer, distributor or dealer may request a reasonable allowance for the use of the equipment by the State for the period of time the unit was in the State's possession and in serviceable, usable, condition. This allowance shall be equal to the purchase price of the unit divided by the expected useful life of the unit (in years) and multiplied by the actual time (in years) that the unit was in the State's possession and in serviceable, usable, condition.
- 7.4 The State will give the manufacturer, distributor or dealer a written notice regarding the return of the equipment. The manufacturer, distributor, or dealer must remove the unit and provide a replacement or a refund within sixty (60) days of the notice unless other terms are agreed to by the Contracting Officer of record.

**Exceptions:** The State may not request or receive a replacement or refund if the manufacturer, distributor or dealer can show that:

- The nonconformity does not substantially impair either the use or the market value of the unit; or
- is the result of alteration of the unit by the State that affected the validity of an express warranty; or
- is the result of abuse or neglect by the State beyond ordinary wear and tear

## **8.0 PUBLICATIONS:**

8.1 Publications for each unit ordered are to be received by the State of Alaska no later than 14 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

8.1.1 All manuals are to be pre-assembled in factory binders prior to delivery.

8.1.2 Compact discs are acceptable in lieu of paper for service and parts manuals.

### **8.2 Service Manuals:**

8.2.1 Engine (service and rebuild).

8.2.2 Service specifications

8.2.3 Engine diagnosis

### **8.3 Parts Manuals:**

8.3.1 Complete set(s) (compact disc or paper books), including updates.

8.3.2 Parts manuals are to be customized by serial number.

8.4 **Quantities:** As noted on the purchase order.

### **8.5 Service Bulletins, Etc.:**

8.5.1 The contractor must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment.

8.5.2 This information will be provided as soon as possible to the end user Regional Equipment Managers, which could be in Anchorage and/or Fairbanks and/or Juneau.

**9.0 STATEMENT OF ORIGIN:** The contractor will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet  
2200 E. 42<sup>nd</sup> Avenue, Room #316  
Anchorage, Alaska 99508

**10.0 WEIGHT VERIFICATION SLIPS:** A weight scale ticket of the completed unit may be required to be included with the Statement of Origin. Refer to Section III - Price Schedule.

**11.0 INSPECTIONS:**

11.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the contractor thereof. Without limiting any other rights of the State, The State at its option, may require the contractor to:

- Repair or replace at the contractor's expense any or all of the damaged goods,
- Refund the price of any or all of the damaged goods, or
- Accept the return of any or all of the damaged goods.

Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the contractor.

**12.0 PRICE:**

12.1 **Price Guarantee:** The contractor is responsible to maintain prices under the contract firm for 180 days after the bid opening. All price increases or decreases must remain firm for the following 180 days.

12.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**

12.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:

12.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;

12.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;

12.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.

12.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an

affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.

- 12.4 **Price Decreases:** During the period of the contract, the contractor must pass on to the State all price decreases, such as fleet rebates. A contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The State reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

**13.0 MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the CONTRACTOR'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

**14.0 COOPERATIVE PURCHASING:**

- 14.1 All requests to cooperatively purchase, by qualified political subdivisions, from the resulting contract shall be approved by the Contracting Officer. This opportunity to add-on would expire 180 days after the purchase order for the State unit is written.
- 14.2 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

**15.0 REPLACEMENT PARTS:** The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts to the State of Alaska's Fairbanks, Anchorage, or Juneau facilities within seven (7) days of order. All other parts must be available within ten (10) working days.

- 15.1 Back order procedures: Back orders are acceptable; however, the ordering shop shall be apprised at time of original orders as to the expected delay in delivery.
- 15.2 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
- 15.2.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
- 15.2.2 Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.
- 15.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

**16.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.

**17.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

**18.0 INSPECTIONS:**

18.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the contractor thereof. Without limiting any other rights of the State, The State at its option, may require the contractor to:

18.1.1 Repair or replace at contractor's expense, any or all of the damaged goods,

18.1.2 refund the price of any or all of the damaged goods, or

18.1.3 accept the return of any or all of the damaged goods.

18.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the contractor.

18.3 If used, the contractor agrees that the unit is in good working order and all parts/components are serviceable.

**19.0 MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the CONTRACTOR'S responsibility to inform the Contracting Officer in writing and to advise the procedures for obtaining such rebates.

**20.0 BRAND NAME SPECIFICATION:** For purposes of this contract, certain vehicle accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall be not allowed.

**21.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original price margins, and will be evidenced by issuance of a written contract change notice from the Contracting Officer.

**22.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

**23.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:**

- 23.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.
- 23.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.
- 23.3 **Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.**
- 23.4 Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 23.5 By submission of a bid, the offeror consents to the contracting officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 23.6 A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as non-responsive.



**SECTION III**  
**PRICE SCHEDULE**

| <u>Item Qty</u> | <u>Description</u>  | <u>Total Amount \$</u>     |
|-----------------|---|----------------------------|
| 1a. 1 ea.       | Self-Propelled 4x4 Chip Spreader<br>Per attached specification State Class #526<br><br>FOB Point: Dockside Seattle/Tacoma Area<br><br>Year, Make and Model Offered:<br><br><b><u>2007 ETNYRE CHIPSREADER</u></b><br><br>Required Delivery: Not later than 90 days ARO<br><br>FOB: Dockside Seattle/Tacoma area<br>(See notes below)<br><br>Offered Delivered Time: <b><u>90</u></b> days ARO. | <b><u>\$189,116.00</u></b> |
| 1b              | Optional Item (Pricing is required)<br>Vibrators (As per spec item 6.2.9)   | <b><u>\$2850.00</u></b>    |
| 1c              | Optional Item (Pricing is required)<br>Training (As per spec item 7.0)  | <b><u>NO CHARGE</u></b>    |

Required Manuals including Service Bulletins: To include two (2) complete sets per Section II - Special Terms and Conditions. All publications are to be delivered to:

Even though the FOB Point is Seattle/Tacoma area, the CONTRACTOR is responsible to ship to the final destination, which on the first unit is Fairbanks. The assigned location on this first unit is the Jim River DOT camp on the Dalton Highway. Refer to Section II – Special Terms and Conditions, paragraph 3.0.

**LOT 1 TOTAL (Includes Items 1a, 1b, & 1c) \$191,966.00**

## **SECTION IV**

### **SPECIFICATIONS**

SPECIFICATION #526  
Highway Chip Spreader  
Self-Propelled, Hydrostatic Driven  
January 19, 2007

#### **GENERAL SPECIFICATION:**

It is the purpose of this specification to describe a new self-propelled (hydrostatically driven), highway chip spreader capable of "high flow" spreading and equipped with; diesel engine, extendable width hopper, and computer controlled aggregate flow.

Unit to include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

##### **Referenced Standards:**

Certain ISO, SAE, and other consensus standards may be referenced in this specification. Unless otherwise specified, the latest version of each standard is to be understood. Such standards apply to this specification whether or not they are required by statutes or administrative law.

##### **Component Selection:**

The components selected shall be rated for the maximum loading they would be subjected to in severe service. The torque rating of a driven component shall exceed the input torque. The component parts and structure of the unit shall be sized and designed to safely withstand the maximum load imposed, without failure or induction of deterioration. All units shall be constructed from current production components.

##### **Standard Components:**

All components and accessories cataloged as standard, unless superseded by these specifications, shall be provided with the unit.

##### **Necessary Components:**

Contractors shall provide any components, hardware, or part necessary for proper assembly, installation, and operation even though that item(s) is not specifically described in the specifications. This includes all fittings, couplers, brackets, adapters, etc. Contractors shall include the cost of such components, hardware, and parts in the price.

#### **APPLICATION:**

To apply a uniformly distributed application of cover and seal coat aggregates. Unit will be subject to varying terrain and weather conditions to minus 50 degrees Fahrenheit.

## **DOCUMENTATION REQUIRED:**

Manufacturer must have been in business of manufacturing this type of equipment for a minimum of the past four years. Manufacturer must provide a users list of the model bid. The list must include a minimum of five (5) units over the past two (2) years. This list must include model, serial numbers, user names, current contact names and telephone numbers.

In addition, specifications marked with an asterisk (\*) notes supporting documentation, which indicates specifically what the contractor intends to supply in regard to said items and/or how specifications will be met.

## **TYPICAL MANUFACTURERS:**

*ETNYRE and BEARCAT.*

### **1.0 POWER TRAIN:**

#### **1.1 Engine:**

- 1.1.1 (\*) Diesel, water cooled, 6 or 8 cylinder. *CUMMINS* Model OSB or equivalent. Cummins QSB diesel, 6 cylinder, water cooled.
- 1.1.2 (\*) 5.9 liter displacement minimum. 5.9 liter displacement
- 1.1.3 (\*) Developing 225 SAE gross horsepower at engine manufacturer's rated RPM, minimum. 240 HP at 2500 RPM

#### **1.2 Starting Aid:**

- 1.2.1 Glow plug system or automatic electronic single shot canister type or air grid heating system.

#### **1.3 Exhaust System:**

- 1.3.1 To include heavy-duty muffler with horizontal side exhaust.
- 1.3.2 Located to permit adequate visibility.
- 1.3.3 Located or caged to protect operator from burns.

#### **1.4 Air Intake System:**

- 1.4.1 Two (2) stage air cleaner, dual element type, plus a SURECO Turbo II or ENGINAIR pre-cleaner. An oil bath system is not acceptable.
- 1.4.2 Air filter restriction indicator, located for easy view by the operator.

#### **1.5 Cooling System: Permanent type antifreeze, affording protection to minus 50 degrees Fahrenheit.**

#### **1.6 Fuel System:**

- 1.6.1 Fuel filter to be spin on type.
- 1.6.2 Fuel filter to be located in engine compartment with braided (or steel if both filter and pump are engine mounted) fuel lines to pump.

## 2.0 DRIVE TRAIN:

- 2.1 (\*) Due to road grades, terrain and minimizing the likelihood of tire spin on newly chipped surfaces, unit will be required to be 4x4 (four wheel drive), hydrostatically driven. Full time four wheel drive.
- 2.2 (\*) Forward travel speeds, variable up to 19 MPH, minimum. 0 to 19.5 MPH
- 2.3 (\*) Rear wheel group to include rear drive lock, limited slip or differential locking device. Limited slip differential

## 3.0 CHASSIS:

- 3.1 Frame: Unit welded frame. Lower frame members, front pyramid and conveyor frames one (1) integral unit.
- 3.2 (\*) Front Wheel Group: Full oscillating type. Minimum 16,000 pound capacity. Full oscillating, 25,000 lb. capacity
- 3.3 (\*) Rear Wheel Group: Minimum 25,000 pound capacity. 25,000 lb. capacity
- 3.4 (\*) Wheelbase: 126 inches minimum, 159 inches maximum. 132" wheelbase
- 3.5 Steering:
  - 3.5.1 Full hydraulic power, independent of engine speed.
  - 3.5.2 (\*) Turning Radius (Inside diameter): 20 feet maximum. 16'2" inside turning radius
- 3.6 Brakes:
  - 3.6.1 (\*) Four (4) wheel, power assist type, minimum 16.5x7 inch drum type, disc type, or hydrostatic system. Front axle has hydraulic internal wet disc.  
Rear axle has hydraulic actuated 16.5 x 7 inch drum.
  - 3.6.2 Emergency/Parking Brake:
  - 3.6.3 *ETNYRE* system of rear wheels, automatic brake spring applied hydraulically when control handle is put into neutral is acceptable.
  - 3.6.4 To include an audible alarm for emergency brake if brake is left on and unit is put into forward or reverse mode.
    - 3.6.4.1 A system that automatically returns the transmission to neutral when the parking brake is applied in lieu of the audible alarm system is acceptable.
- 3.7 Wheels and Tires:
  - 3.7.1 Disc wheels.
  - 3.7.2 (\*) All tires, including spare(s), 385/65R22.5, 16 ply rated, duplex flotation, highway tread (aggressive tread design tires are not acceptable). All tires are 385/65R22.5-J tubeless radials.
    - 3.7.2.1 To include a mounted spare tire and wheel, shipped loose.
    - 3.7.2.2 If front and rear wheels are different, two (2) each mounted spare tires and wheels shall be provided.

- 3.8 Truck Hitch:
  - 3.8.1 To permit the hooking and unhooking of aggregate trucks, driver controlled.
  - 3.8.2 To also allow hydraulic positioning of the hitch up/down and in/out.
- 3.9 Fuel Tank: Capacity of 72 gallons minimum.
- 3.10 Ground Clearance: Eight (8) inches minimum.
- 3.11 Operator's Platform:
  - 3.11.1 To include access ladders on both sides.
  - 3.11.2 To include safety hand rails.

#### **4.0 ELECTRICAL:**

- 4.1 Master Switch:
  - 4.1.1 To include a single high-ampere master electric switch to cut off power source from battery to the ground (ground side if possible, positive if not) and remainder of electrical system.
  - 4.1.2 To be located where accessible in engine compartment area, vandal protected.
- 4.2 Battery(s): Heavy-duty, 810 CCA total minimum, maintenance free, sealed type.
- 4.3 Alternator: 100 amp minimum.
- 4.4 Lighting to include; strobe lights, headlights, stop, turn, tail, and four-way hazard warning flasher.
  - 4.4.1 Stop, turn, and tail are to be LED.
  - 4.4.2 Strobe Light System: To include two (2) each *WHELEN* Super Strobe S360D lights with amber lenses, shock mounted, one (1) each left side, one (1) each right side, located approximately six (6) foot above the operator's platform.
- 4.5 Backup Alarm: Electronic, self-adjusting sound level, *ACORN PRODUCTS* Model 1D-112AA, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on rear of unit per manufacturer's recommendations.
- 4.6 Wiring:
  - 4.6.1 All wiring to be color coded or continuously numbered.
  - 4.6.2 All wiring, outside of control panel(s), to be enclosed in looms.
  - 4.6.3 Wiring installed in the undercarriage shall be supported by suitable fasteners spaced to assure adequate attachment to prevent damage to the wires.
  - 4.6.4 All undercarriage wiring to be continuous length and without splices, plug connectors or terminal blocks.

- 4.6.5 All wiring entrance holes in chassis and body shall be provided with suitable grommets or bushings and anti-chafing protection.
- 4.6.6 All switches, wire and connectors shall be weatherproof or shielded if exposed to wheel splash or excessive moisture and/or dirt.

## **5.0 INSTRUMENTATION/GAUGES:**

- 5.1 Unit is to be capable of being full function operation from operator position on both the left and right sides.
- 5.2 Any and all gauges that show pressure, temperature, etc., are to be in U.S.A. measurements such as PSI, Fahrenheit, etc.
- 5.3 All gauges and warning system shall be located on the dash (operator control panel), unless otherwise specified.
  - 5.3.1 Engine start/stop switch.
  - 5.3.2 Ground speed indicator.
  - 5.3.3 Warning System: Audio and visual light(s) to alert operator of high engine coolant, low engine oil pressure, and high hydraulic system temperature.
  - 5.3.4 Engine oil pressure gauge (a digital/barograph system is acceptable).
  - 5.3.5 Engine coolant temperature gauge (a digital/barograph system is acceptable).
  - 5.3.6 Hydraulic system temperature gauge (a digital/barograph system is acceptable).
  - 5.3.7 Voltmeter or ammeter gauge (a digital/barograph system is acceptable).
  - 5.3.8 Fuel level gauge (a digital/barograph system is acceptable).
  - 5.3.9 Tachometer (a digital/barograph system is acceptable).
  - 5.3.10 Hour Meter:
    - 5.3.10.1 To include an *ENM* Model PT-12 LCD programmable engine hour meters, running engine activated. Meter is to be capable of displaying 99,999 hours.  

*ENM*  
Phone: 773-775-8400  
[www.enmco.com](http://www.enmco.com)
    - 5.3.10.2 To be located on dash or in area close to engine oil dipstick.
  - 5.3.11 Horn.
  - 5.3.12 All switches, gauges, and controls to be properly identified by engraved type identification or electronic.
    - 5.3.12.1 Dymo type tape labels are not acceptable.
    - 5.3.12.2 Stick-on type labels are not acceptable unless they are listed in the parts book.

## 6.0 AGGREGATE HANDLING SYSTEM:

- 6.1 To include computerized ground speed control of aggregate flow.
- 6.2 Spread Hopper:
  - 6.2.1 (\*) Extendable and retractable width capability (10 to 20 foot, infinitely variable), to the right, left, or both, while the unit is operating (on the fly). 10' to 20' infinitely variable on the fly.
  - 6.2.2 Augers, to distribute material evenly if required.
  - 6.2.3 Agitators, to limit material separation.
  - 6.2.4 (\*) To include individual front hopper gate open and close controls at both the operator and front helper positions. Yes
  - 6.2.5 (\*) Capable of spreading crushed aggregate and "High Flow" to a minimum width of 20 feet using a minimum of 80 pounds per square yard material at a rate of 250 feet per minute with no segregation of material. Yes
  - 6.2.6 Units equipped with spread rollers are to have the material flow out toward the tires to prevent a "wave" in the oil that has been laid down.
  - 6.2.7 Spread hopper to be lined with 3/8 (0.375) inch thick poly sheeting to prevent sticking of wet aggregate. Poly to be UV resistant.
  - 6.2.8 **Vibrators (OPTIONAL ITEM - Refer to Section III –Price Schedule):**
    - 6.2.8.1 Variable width spread hopper shall include electric vibrator on each spread hopper, to be controlled at the operator station as needed to assist in flow of material through spread hopper.
    - 6.2.8.2 Dual operator stations will require controls at each station. A single operator station that swings from side to side is acceptable.
- 6.3 Rear Receiving Hopper:
  - 6.3.1 (\*) Capacity, struck, 4-7/10 (4.7) cubic yards, minimum. 6.1 cubic yards
  - 6.3.2 (\*) Width, 9'6" (9.5 foot), minimum. 11' hopper width
  - 6.3.3 To include rubber skirting.
- 6.4 Conveyors:
  - 6.4.1 (\*) To include two (2) each heavy-duty, 24 inch wide minimum, conveyor belts with troughing rollers. (2) 24' belts with automatic on-off & belt speed control
  - 6.4.2 To include self-cleaning tail pulleys and return rollers.
  - 6.4.3 To include automatic control to maintain uniform material level in front hopper.
  - 6.4.4 To include hooded aggregate deflector at each head pulley.

6.5 Hydraulics:

- 6.5.1 (\*) The hydraulic system for the aggregate handling system to be independent of the hydrostatic drive system (two complete separate systems). A single hydraulic tank may be shared with both systems. Yes
- 6.5.2 (\*) Hydraulic pump(s) and motor(s) are to be USA manufactured and have warranty and service centers in Anchorage and Fairbanks, as a minimum. *Sauer-Danfoss* motors not manufactured in the USA are acceptable, provided parts and service are readily available in Anchorage and Fairbanks. Must provide motor model and parts/service location, names and phone numbers. Readily available means that parts must be available on the shelf for immediate shipment either in Alaska or in the USA at time of order of the parts(s). Etnyre uses Rexroth Pumps and motors manufacturers in the U.S.A. Yukon Equipment is the warranty and service center.
- 6.5.3 Pump to be crankshaft driven.
- 6.5.4 Conveyors to be powered by independent hydraulic motors coupled direct to head pulley or through a double universal joint.
- 6.5.5 Each motor to be controlled by valving and sensors to provide flexibility in belt speed.
- 6.5.6 Reservoir:
  - 6.5.6.1 Designed for adequate cooling and shall be properly baffled.
  - 6.5.6.2 (\*) Capacity: Minimum 30 gallons. 95 gallons
  - 6.5.6.3 To include sight glass.
  - 6.5.6.4 Suction strainer, 100 mesh minimum, with sump area and provisions made for easy cleaning.
  - 6.5.6.5 Equipped with a filler neck with basket strainer and air vent.
  - 6.5.6.6 1/4-Turn ball valve(s) to be included at suction outlet to prevent excessive oil loss when having to drain the tank for cleaning or repair and also for when working on hose(s).
- 6.5.7 Filtration:
  - 6.5.7.1 To include two (2) each 10 micron return line filters, replaceable spin-on type.
  - 6.5.7.2 Filter lines (in and out) to include 1/4-turn ball valves to prevent excessive oil loss during filter change, if necessary.

**7.0 TRAINING (OPTIONAL ITEM - Refer to Section III – Price Schedule):**

- 7.1 Contractor to provide a qualified factory instructor(s), after delivery and acceptance by the State, for a minimum of eight (8) hours mechanical and operator training at the assigned location.
- 7.2 The State contact will be Bobby Pace or his designated representative, phone



#907-451-5219.

- 7.3 To include a minimum of four (4) hours of operator training including the following, as a minimum applicable agenda:
  - 7.3.1 Operating procedures per operating manual.
  - 7.3.2 Break-in procedures.
  - 7.3.3 Equipment limitations.
  - 7.3.4 Operator maintenance.
  - 7.3.5 Before operations checks and lubrication.
  - 7.3.6 Safety.
  - 7.3.7 Cold weather operations.
  - 7.3.8 Jump starting.
  - 7.3.9 Welding on equipment.
  - 7.3.10 Towing or transporting equipment.
  - 7.3.11 Instruments and controls.
  - 7.3.12 Gauge interpretation.
  - 7.3.13 Equipment operation, Do's and Don'ts.
  - 7.3.14 Attachment operation, Do's and Don'ts.
- 7.4 To include a minimum of four (4) hours of mechanics (Journeyman level) training including the following theory, trouble shooting, and test procedures for, as a minimum applicable agenda:
  - 7.4.1 Electronics.
  - 7.4.2 Electrical.
  - 7.4.3 Hydraulics.
  - 7.4.4 Air system.
  - 7.4.5 Drive train.
  - 7.4.6 Engine and transmission electronics.

## **8.0 MISCELLANEOUS:**

- 8.1 (\*) Over All Width: For transportation, without having to remove or disassemble any part of the unit, to be 10'10" (130") maximum.  
Overall width for transportation is 10'10".
- 8.2 Units equipped with air system to include a *BENDIX-WESTINGHOUSE* AD-IP or *MIDLAND* DA33100 or *ROCKWELL WABCO* SS1200, air dryer with moisture ejector.
- 8.3 Vandalism Protection: To include locks for; dash (operator control panel), battery(s), fuel, engine compartment including engine oil, coolant, and hydraulic system fill points.

- 8.4 SMV (slow moving vehicle) sign.
- 8.5 Paint: Manufacturer's standard color, including appropriate primer.
- 8.6 Publications: Unit to include service, parts and operators manuals. If the unit is used and no manuals are available, seller must purchase and make available the manuals from the manufacturer.
- 8.7 Inspection: For compliance to specifications will be conducted at FOB point.

END OF SPECIFICATION #526

END OF CONTRACT